

## TYPE 2 CREWS/MODULES AGREEMENT

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| Approved                |
| Type 2<br>Crews/Modules |
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# TYPE 2 CREWS/MODULES AGREEMENT

This Agreement is entered into by and between the State of Montana, Department of Natural Resources and Conservation (DNRC), (hereinafter referred to as 'the State'), whose address and phone number are MT DNRC Fire & Aviation Management Bureau, 2705 Spurgin Road, Missoula, MT 59804, (406) 542-4200 and, (Contractor), whose address and phone number are and .

## 1. SCOPE OF THE AGREEMENT AND PROVISIONS OF RESOURCES

The purpose of this agreement is to establish terms, conditions, and specifications for a Type 2 Crew and/or Module to provide fire suppression services for multiple federal and state agencies throughout the Northern Rockies Geographic Area. Contractor shall provide the State the following **(Type 2 Crew consisting of 18 to 20 crewmembers including 1 Crew Boss (CRWB) plus 3 FFT1 firefighters (40 percent 1 season or more of experience) or a (Module consisting of 8 - 10 crewmembers, including 1 Crew Boss plus 1 FFT1).** A more complete description of the services sought is provided within this Agreement.

DNRC, Montana Disaster and Emergency Services (MDES), the Idaho Department of Lands (IDL), North Dakota Forest Service (NDFS), the USDA Forest Service (FS), the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), US Fish and Wildlife Service (USFWS), and the National Park Service (NPS), (collectively referred to herein as 'Government') are hereby authorized to use the agreement in accordance with the terms and conditions set forth herein.

**1.1** The contract's initial agreement term is **(June 1, 2017), (or upon contract execution), through October 30, 2017)**, unless terminated earlier as provided in this contract.

**1.2** The resources provided by the Contractor must meet and comply with all of the applicable requirements of this Agreement.

**1.3** Contractor must maintain and provide proof of record inspections for firefighter positions on all proposed crews upon request by the Government.

**1.4** Since the needs of the State and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. The Government is not obligated to place nor is the Contractor obligated to accept an order under the Agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of incident activity, the placement of any orders **IS NOT GUARANTEED**.

**1.5** This Agreement does not guarantee that the Contractor will receive a dispatch to provide services. Nothing in this Agreement shall preclude the Government from utilizing resources from any source prior to or instead of the Contractor resources provided by Contractor pursuant to this Agreement when, at the discretion of the Government, such utilization is in the public interest of effectively and efficiently deploying available resources to best control an existing fire situation.

**1.6** Claims settlement is agency specific and remains the responsibility of the incident agency.

**1.6.1 Federal Government Claims.** Unless limited by agency policy or the Agency Administrator, any Federal agency claim may be settled by a warranted Contracting Officer with appropriate delegated authority for that claim. Some agencies may require claims be reviewed by their legal department.

**1.6.2 State of Montana Claims.** Claims arising under the jurisdiction of the State of Montana can be renegotiated by the responsible Line Officer or Agency Administrator. These individuals may delegate this authority to other DNRC employees. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the DNRC 300 Incident Business Management manual, or contact the Fire & Aviation Bureau, Forestry Division, Department

of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

## **1.7 Contractor Liability for Personal Injury and/or Property Damage**

### **1.7.1 Contractor Liability for Personal Injury and/or Property Damage**

- a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Contractor against all claims for injury or damage.
- c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents, as more specifically addressed in Section 3.1.5 below.
- d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this agreement, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

**1.7.2 Loss, Damage, or Destruction.** For equipment furnished under this agreement WITH operator, the Government shall not be liable for any loss, damage, or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and is responsible for safety of the equipment.

## **2. ORDERING/DISPATCH PROCEDURE**

The Government intends to dispatch Contractor resources based on geographic resource lists established in Dispatch. Orders will primarily come through Dispatch, although Buying Teams or other Government purchasers are authorized to place orders.

When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting according to the protocol listed above. Contractors shall check in at the assignment at the time agreed when dispatched.

At the time of acceptance of the assignment, the following information will be given to the Contractor:

- a. Resource Order Number
- b. Incident Order Number and Name of the Incident
- c. Date and Time to report to the Incident
- d. Descriptive location of the designated site where the Contractor shall meet a Government Representative. A map will be provided, if available.
- e. Incident contact phone number for further information
- f. Fire charge code/funding code

The Contractor is required to provide a copy of their Resource Order and Agreement to the Finance/Plans Unit upon check-in.

Prior to departing for the incident, the Contractor shall provide to Dispatch, the name of the Crew Boss or FFT1 dispatched with the resources, and the estimated time of departure (ETD) and estimated time of arrival (ETA) from the point of dispatch.

Resource Orders may be cancelled at any time.

Dispatch offices may use a FAX or email to provide a hard copy of the Resource Order to the Contractor.

**Contractor is REQUIRED to meet all date(s) and time(s) once an order has been accepted by the Contractor.**

**2.1 Dispatch/Delivery Requirements.** Crews will be located and dispatched through a Northern Rockies Dispatch Center. The Contractor will be listed on an established geographic resource list. When Contractor's resources are listed as unavailable, the resources will not be eligible for dispatch under this Agreement. In order for this Agreement to be valid it must be signed by the Contractor and a pre-use inspection must be passed or this Agreement will be terminated.

**2.2 Availability.** The Contractor is responsible for maintaining their current status by informing their Host Agency (Fire & Aviation Management Bureau) of their availability. When Contractor resources are listed as unavailable, the resources will not be eligible for dispatch under this Agreement.

**2.3 Dispatch Procedure.** The geographic resource list will identify Contractor resources location. The Government ordering official (Dispatch, Local Office, etc.) will consult the geographic resource list when an incident occurs and choose the contractor closest to the incident taking contractor mobilization into consideration. The ordering official will inform the Contractor of the location, quantity required, and date and time needed. If that Contractor is unable to meet the requirements, the next closest Contractor will be contacted. The Government reserves the right to utilize vendors' resources in a manner that it deems to be in the best interest of the Government. Hosting agencies may establish dispatch priority lists, rotations, or response zones, but such arrangements are not required.

The Contractor will complete and sign a Crew Manifest form. The Contractor will then send a copy of the signed Crew Manifest and the resource order to the Contracting Officer **prior** to departure.

**2.4 Inspections.** Pre-season inspections will be required before Contractor is listed as available in ROSS.

All resources furnished under this Agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to acceptance of any specific vehicle for incident use, the vehicle shall be inspected by the Government utilizing the Vehicle/Heavy Equipment Safety Inspection Checklist (OF-296) to determine that it meets all of the terms, conditions, and specifications set forth herein (see *Attachment M - Vehicle/Heavy Equipment Safety Inspection Checklist [OF-296]*). The vehicle shall be safe (brakes, tires, headlights, turn indicators, etc.), and in good mechanical condition at the time of the pre-use inspection and all vehicle tires must have a minimum tire tread depth of 4/32 inches. Vehicles shall also be equipped with a full size spare tire, wheel wrench, and jack.

The inspections will take place either at the location of the Dispatch office placing the order or at the location of the incident camp. This will depend upon logistical considerations at the time of hire.

**2.4.1 Crew Inspection.** Contractor will be required to transport crew/module personnel to the inspection site. A manifest will be required and will include names of individuals and qualifications. All personnel will be required to have current picture identification and qualification cards, with verification. These documents would normally consist of a valid/current driver's license, red card or the equivalent (see *Attachment O*).

**2.4.2 Vehicle Inspection.** Vehicles that fail the inspection or fail to comply with applicable laws such as **exceeding gross vehicle weight rating (GVWR)** for the capacity offered, dyed diesel fuel etc. shall be rejected. Equipment may be re-inspected after repairs or other reasons for the failed inspection are rectified. Contractors may not attempt to find another federal or state agency to inspect failed equipment without discussing the circumstances with the affected hiring agency (see *Attachment M - Vehicle/ Heavy Equipment Safety Inspection Checklist [OF-296]*).

If the resource does not pass inspection at the incident or designated inspection point, it is considered non-compliant. The Contractor may be given 24 hours or a timeframe designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the geographic resource list until such time that the resource is brought into compliance and re-inspected at the Government's convenience. Repeated failures at the pre-use incident inspection may be

grounds for cancellation of the agreement. The Contractor shall not have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

If a reassignment is to occur, a post-use inspection by the sending incident as well as a pre-use inspection by the receiving incident must be completed and documented on the OF-296 pre/release inspection report.

#### **2.4.3 Inspection Reports**

- All vehicles shall have a pre/release inspection report (OF-296).
- Original inspection report (OF-296) should stay with the Host Agency.
- A copy of the inspection report (OF-296) will be given to the Contractor at the time of release.
- A copy of the inspection report (OF-296) shall be included with all vehicles that are re-assigned.
- A new inspection report shall be filled out for re-assignments.

At time of inspection each vehicle will contain:

- a copy of the Agreement,
- a copy of current vehicle registration,
- a copy of proof of insurance, and
- an inventory of vehicle including all equipment carried.

**2.5 Release.** The Incident Commander will determine the priority of demobilization. Once released from the incident, any new assignments shall come directly from the Host Dispatch Center. Contractors shall not seek out re-assignment from any place other than the Host Dispatch Center. **Resource Orders are assigned for a specific fire incident. The Contractor's equipment cannot move to other incidents with the same Resource Order. A new unique Resource Order number will be assigned for each incident.**

**2.6 Property.** Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the Agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance.

Contractor will be charged for consumable goods supplied by the Government and used by the resource while under hire. The cost of all consumable goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incident consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio and headlamp batteries, and replacement meals ready to eat (MRE) as required while under hire.

### **3 SPECIAL TERMS AND CONDITIONS**

**3.1 Termination for Cause.** The Government may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time the Contractor fails to perform under this Agreement. If the contractor fails to meet specifications Contractor may be removed from the list.

**3.1.1** The Agreement may be terminated by the Administering Agency at its sole discretion, for any reason or no reason, upon 30-days written notice to the Contractor.

**3.1.2** The Administering Agency may terminate the Agreement immediately, or upon such conditions as are contained in a written notice, if Contractor is in breach of the Agreement or in default of the Agreement.

**3.2 Workmanship.** All work under this Agreement shall be performed in a safe manner to a professional standard. The goal of performance under this Agreement is the fire suppression, severity, and other all-risk incidents. The Incident Commander may release from an incident assignment any Contractor employee

deemed incompetent, careless, or otherwise objectionable including violation of the *Harassment Free Workplace Policy* (see Attachment H - *Harassment Free Workplace Policy*). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the DNRC Contracting Officer subsequent to the action. Accordingly, the DNRC Contracting Officer may require, in writing that the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of the *Harassment Free Workplace Policy*. The DNRC Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a Government representative following such a decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from the Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from the Contractor's payment.

### 3.3 PERSONNEL REQUIREMENTS

#### 3.3.1 Personnel Requirements. Fair Labor Standards Act (FLSA)

Contractors shall comply with the *Fair Labor Standards Act* when employing persons less than 18 years of age (Ref. 29 CFR 570). See website: <http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf>.

**3.3.2 English Speaking Requirement.** Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, safety alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

**3.1.3 Incident Behavior.** It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident and potential suspension of their contract. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; and/or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (see Attachment H - *Harassment Free Workplace Policy*).

**3.3.4 Drug/Alcohol.** Contractor must have a substance use statement similar to or more stringent than the statement in *Attachment I*.

**3.3.5 Compliance with Workers' Compensation Act.** Contractors are required to comply with the provisions of the Workers' Compensation Acts or applicable laws of each state while performing work within the respective state. Compliance must be in accordance with the *Idaho Administrative Codes*, the *North Dakota Administrative Codes*, and the *Montana MCA* § 39-71-401, 39-71-405, and 39-71-417. Proof of compliance must be in the form of documentation of current and valid workers' compensation insurance; an independent contractor exemption; documentation of corporate officer status; as well as documentation that neither the Contractor nor its employees are employees of the Government. This insurance/exemption must be valid for the entire term of the agreement.

**3.3.6 First Aid/Emergency Evacuation/Accidents.** The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If Contractor personnel are injured, the



Government, at the Contractor expense, may evacuate the injured person(s). If the Contractor personnel become ill or are injured and required transport to a medical facility/hospital, the costs shall be at the Contractor's expense.

Contractor shall provide their representative with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

**3.3.7 Overnight Allowance, and Meal Allowance.** If available, food and drink is provided at the incident at no charge. Firefighters are encouraged to take sufficient drink with them to the fireline. During demobilization and/or reassignment, the Government may provide sack lunches to crewmembers without charge to the Contractor.

1. Overnight Allowance

When the Government cannot provide a campsite, and if authorized by the user unit and property receipted and invoiced, actual lodging expenses (double occupancy) incurred by the Contractor are reimbursable. While in travel status to or from incidents actual lodging expenses are reimbursable. The maximum allowable lodging rates per room, excluding taxes shall not exceed the current standard Continental United States (CONUS) lodging rates. Any associated lodging taxes are reimbursable as documented on the lodging invoice.

2. Meal Allowance

When no food and drink are provided by the Government, after the first date of dispatch, an allowance equal to the current standard CONUS per diem meal rate per person per day will be paid. Meal allowance is paid while in travel status, after the first date of dispatch.

After that time, when Government subsistence at incident camps is available, meals for Contractor's operator(s) staying in camp will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

## 3.4 SAFETY STANDARDS

**3.4.1 Contractor Requirements.** Each person employed by the Contractor under this agreement shall meet the following minimum requirements:

- a. All personnel shall annually complete Fireline Safety Refresher Training (RT-130) and the work capacity fitness test (WCFT) at the arduous level.
- b. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

**3.4.2 Work/Rest, driving, and length of assignment guidelines.** Information on current work/rest guidelines, length of assignment, days off and other fire business management information can be found in the *Interagency Incident Business Management Handbook*.

**3.4.3 Emergency Incident Driving.** The Contractor shall follow the driving regulations and work/rest guidelines listed in the *Interagency Incident Business Management Handbook* (IIBMH) (FSH 5109.34). The IIBMH can be found on the *National Wildfire Coordinating Group's* website using the following link: <http://www.nwcg.gov/pms/pubs/large.html#iibmh> The Contractor is responsible for complying with all other current federal, state, and local driving regulations and must adhere to camp speed limits as posted.



### 3.5 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident, Dispatch, or by the Host Agency utilizing the Evaluation form (*see Attachment J – Contractor Performance Report*) by the Government representative supervising the work. This form is the only performance evaluation that will be accepted by the DNRC Contracting Officer. The Government representative's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the Government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government representative will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the appropriate Government representative (i.e. Finance/Plans) for distribution to the Contracting Office and the Host Unit incident file. Evaluations are to be sent to the following address:

Procurement Officer: Wanemah Hulett  
Address: 2705 Spurgin Road  
Missoula MT 59804

### 4. SPECIFICATIONS AND PRICING

**4.1 RATES.** Payment will be at the rate of \$37 per hour per person including required PPE, firefighting tools, transportation, and equipment and supplies.

**4.2 Equipment.** Contractor must ensure that each Type 2 Crew or module arrives with the required personal protective equipment (PPE), New Generation fire shelters, 4 programmable radios, crew first aid kit (one 10-person kit per module and two 10-person kits per crew), 2 quart canteen, web gear, sleeping bag, leather boots (8 inches high) and gloves, hard hat (NFPA 1977), hearing/eye protection, headlamp with batteries and attachment for mounting on hard hat, and a line pack.

**4.2.1 Personal Protective Equipment.** Contractor shall ensure all crew members arrive at the Incident with the proper Personal Protective Equipment (PPE), including PPE for eyes, face, head, and extremities. All PPE shall be maintained in a sanitary and reliable condition. Defective or damaged PPE shall not be used.

- Boots – Each crew member must wear foot protection that provides adequate traction and ankle support. Boots shall be leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).
- Head Protection – Each crew member must wear a helmet that meets the minimum requirements of with chinstrap. Helmet meeting NFPA standard for Personal Protective Equipment for wildland firefighting is required.
- Gloves – One pair of heavy duty leather per person.
- Eye Protection – One pair per person.
- Head Lamp – With batteries and attachment for hard hat.
- Water Container – At least 2 quart size or equivalent per person required; two per crew member required.
- Fire Shelter – One per person. Contractors shall have New Generation fire shelters for all wildland firefighters, and assure that they comply and are third party certified to meet specification.
- Flame Resistant Clothing (shirt and pants) – A minimum of 2 full sets of flame resistant shirt and pants for each crew member.

**4.2.2 Chainsaw Operators and Equipment.** Use of chainsaws by the crew under this agreement is optional. Each crewmember authorized as an operator shall have completed NRCG S-212 and the Faller 3 task book. If chainsaws are utilized one person will possess a First Aid-CPR card. Chainsaw use will be restricted to fireline construction and mop up activity. Contractor shall provide crewmembers that operate chainsaws with chain saw chaps and all other required PPE. Chainsaws may be used for fireline construction, mop-up or clearing access routes and emergency escape routes, or safety zones. Crewmembers shall not perform as hazardous tree fallers.

**4.2.3 Programmable Radio.** Contractor shall supply a minimum of 4 multi-channel programmable hand held radios with one programming or cloning cable and software to facilitate communications between other incident and crew personnel for a 20-crewmember crew and 1 radio for a module. At least 2 fully charged battery packs per radio are required at the beginning of each shift. Contractor supplied batteries must operate the portable radio through the shift. Frequencies will be installed by the Government at the incident and frequencies will be removed prior to demobilization from the incident. Contractor shall not use Government assigned frequencies for other than performance under this contract.

### **4.3 Crew/Module Requirements.**

Crew members must meet the language requirements. The crew members must meet all other minimum requirements listed in the table below. All crew personnel must be trained and qualified and their training records maintained in accordance with the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide PMS 310-1. Type 2 CRWB and/or module lead will be supervised by a Government employee while on an incident.

Contractor shall ensure that all of Contractor's crews supplied under this Agreement meet all applicable requirements while providing services under this Agreement. The training and experience records of all firefighters promoting to supervisory positions (CRWB and FFT1), must show on the Red Card.

The Type 2 Crew operating under this agreement will be restricted to the Northern Rockies Geographical Area when the NRGAC planning level is 3 or greater (Contracting Officer could make an exception if fire activity is slow). Contractor must get approval to mobilize out of the GACC from the Contracting Officer prior to accepting an assignment.

All crew members provided by Contractor under this Agreement must be at least 18 years of age.

**4.3.1 Type 2 Crew Requirements.** Contractor shall provide properly trained crews, consisting of not less than 18 or no more than 20 persons. If the crew strength falls below 18, the crew will be released. The Government prefers a 20-person crew but may at times require only a module. A Type 2 crew cannot be broken into modules after it is dispatched as a crew. Each crew must be directly supervised on site by one Crew Boss (CRWB), and 3 Type 1 Firefighters (FFT1) Squad Bosses. Forty percent (40%) of the Type 2 crew must have completed one season or more of documented firefighting experience.

**4.3.2 IA Module Requirements.** A module must be 8 to 10 people and have at least 1 Crew Boss and 1 FFT1 (Squad Boss) and 2 radios. Forty four percent (40%) of the module must have completed one season or more of documented firefighting experience.

**4.3.3 Time Requirements.** The Crew Boss and FFT1 time will start at Briefing and end within 30 minutes of return to camp. FFT2 crew time will not start before Briefing and end upon return to camp. A 30-minute meal break will be listed for each shift worked. If the fire is uncontrolled and no time is taken for a meal break then it must be documented in the remarks column on the CTR that there was no meal break taken and the reason why.

**CREW/MODULE REQUIREMENTS**

| Standard                         | Minimum Requirement  |
|----------------------------------|--|
| <b>TYPE 2 CREW</b>               |  |
| Leadership Qualifications Crew   | 1 CRWB and 3 FFT1 (Crew boss must have CRWB on their Red Card)                                     |
| Fire Line Capability             | Type 2 Crew cannot be broken into modules after it is dispatched as a Crew                         |
| Crew Size                        | 18 – 20 Persons  |
| Crew Experience                  | At least 40 percent of the crew must have one season or more experience                            |
| Communications                   | 4 programmable radios  |
| <b>MODULES</b>                   |  |
| Leadership Qualifications Module | 1 CRWB and 1 FFT1 (Squad Boss) per Module  |
| Module Experience                | At least 40 percent of the crew must have one season or more experience                            |
| Module Size                      | 8 - 10 Persons   |
| Communications                   | 2 programmable radios  |
| <b>TYPE 2 CREW/MODULE</b>        |  |
| Training                         | Meet NWCG 3.10-1 training standards for position and annual firefighting safety refresher (RT-130) |
| Fitness                          | Pass the work capacity test at the arduous level   |
| Personal Gear                    | Contractor Supplied  |
| PPE                              | Contractor supplied  |

**4.4 Transportation. No water handling apparatus will be allowed to be used as transportation.**

**4.4.1 Vehicle, Privately Owned.** The Contractor shall provide transportation vehicles, and supervision and management of personnel. Contractors must assure their insurance coverage includes commercial liability coverage sufficient to comply with agreement requirements. Proof of insurance coverage is required at time of inspection. Reference FAR 52.247-21. The Contractor assumes responsibility for all damage or injury to persons or property. The Contractor shall maintain adequate public liability and property damage insurance. The Contractor shall maintain Worker's Compensation and other legally required insurance.

Contractor is responsible for providing all fuel, oil, and maintenance, and must maintain the vehicles in good repair.

**4.4.2 Driver Requirements.** All drivers need to have a current required driver's license, medical cards, and DOT physical based on size of vehicle driven.

**4.4.3 Contractor Air Transportation.** Crews dispatched by the Government may be required to fly by Government provided, or commercial transport to the fire location. When crews are transported by commercial air, the Government shall be responsible for the cost of air fare tickets.

**4.4.4 Payment for Transportation of Crew Vehicles.** When ordered by the Government through a Resource Order, the Government will either pay the transportation service directly or the Contractor will be reimbursed for the one-way commercial transport Contractor crew vehicles and equipment to an incident where the crew was transported by the Government via air transport. Contractor

submissions for reimbursement shall include the Resource Order for the crew with Emergency Equipment Use Invoice as well as a receipt or invoice from the commercial carrier if used.

- The following terms and conditions apply:
- One-way transport from Contractor's place of business or designated drop point to the incident or other designated location on the Resource Order.
- Door-to-Door delivery FOB Destination when Commercial carrier is used.
- Ordered by the Government via a properly placed Resource Order.

When Commercial carrier is used, the Government will not pay any related expenses such as Contractor employee driving of the crew vehicles to a commercial vendor terminal for beginning or ending transport.

#### **4.5 Requirements.**

Effective October 1, 2012, IS-700 "National Incident Management Systems (NIMS), An Introduction" is required for all Contractor resources to be considered qualified in any firefighting position (refer to PMS 310-1)l. IS-700 is available on the following web site: <http://emilms.fema.gov/>. The Contractor is required to maintain a complete record of each employee's training and experience received.

All Type 2 Crew/Module members need to be verified by a NRCG MOU holder for position qualification (crew boss, FFT1, and FFT2) and currency (completion of the annual safety refresher and work capacity test). Contractor shall ensure that all crew members have passed the Work Capacity Fitness Test (WCFT) at the arduous level of fitness based upon the "pack test", as specified in "Work Capacity Test Administrator's Guide" National Fire Equipment System (NFES) 1109 April 2003.

The verification need to be carried with the crew and a copy submitted to the Contracting Officer, Wanemah Hulett, 2705 Spurgin Road, Missoula MT 59804 or fax to (406) 542-4242.

The Finance Section will work in tandem with Logistics to ensure work/rest requirements are adhered to. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Agency Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

The Contractor shall prepare a crew manifest at time of dispatch. Contractor shall send a copy of the crew manifest and resource order at time of dispatch to the Contracting Officer. The Contractor shall notify the Contracting Officer of any changes made in the crew manifest. A copy of the manifest should be carried by the crew at all times.

Contractor will compile a list of verified employees, by position for which they are verified, and send a copy of the list to the Contracting Officer. Contractor will update the list of verified employees as necessary and send updated list to the Contracting Officer.

#### **4.6 Payments.**

Payment will be made on the basis of calendar days (0001-2400). The Host Agency for each incident is responsible for payments. The payment office will be designated in Block 9 on the Emergency Equipment Use Invoice (OF-286).

Time under hire shall start at the time the resource begins traveling (point of hire) to the incident after being ordered. If the crew fails inspection and cannot correct deficiencies within the allotted timeframe set by the Government the crew will be rejected and not be compensated for time and travel. Time will end at the estimated time of arrival back to the point of hire after being released.

## 4.7 Compensation

**4.7.1** Contractor shall be compensated for the contractor resources listed in this Agreement.

**4.7.2** Prices shall be firm for the initial term of the Agreement. It is the Contractors responsibility to deliver the crew/module to the inspection site designated by the Government.

## 4.8 Timekeeping/Invoicing Process.

After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use of the resource. Time will be recorded for daily usage. The Government will verify the Contractor's time on a Crew Time Report (CTR). The Government and the Contractor representatives will sign the CTR verifying the hours worked daily. It is the responsibility of the Contractor to turn the completed CTRs into the Finance Section for time posting.

When the resource is released to return to the Host Dispatch Center, the Finance Section will close out the Emergency Firefighter Time Report (OF-288).

The incident will submit a payment package, including all signed originals of the Emergency Firefighter Time Report (OF-288) CTRs, inspection form, and copy of the resource order to the designated payment office. The Contractor shall keep possession of original payment documentation to be returned to the hiring office for payment.

**4.8.1 Payment Terms.** The State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

**4.8.2 Statusing of Crews** Contractor shall not call Government Dispatchers to status crews as available, or to obtain information regarding current or projected fire activity or needs, when or if a Contractor will be called for an assignment.

## 5. HOLD HARMLESS/INDEMNIFICATION

Claims under this provision also include any claim arising out of or in any way connected with Contractor's breach of this contract, including any claims asserting that any of the Contractor's employees are actually employees of the state or common law employees of the state or any of its agencies or political subdivisions, including but not limited to excise taxes or penalties imposed on the State under Internal Revenue Code §§ 4980H, 6055 or 6056 and any subsequent amendments or additions to these Sections. Contractor shall be responsible for implementation of all aspects of the Affordable Care Act as this Act may apply to Contractor and shall be responsible for any violations including any sanction, penalty, fee or tax and shall indemnify the State and hold harmless and defend the State for any omission or failure of Contractor to meet its obligations under Sections 13 and 14.

## 6. REQUIRED INSURANCE

Proof of Commercial General Liability and Workers Compensation Insurance, VIN #'s for each piece of applicable equipment (pickup), and a W-9 (see *Attachment N – Taxpayer Identification Request -W-9*). Proof of insurance certificates should have the state listed as the certificate holder and also as an additional insured.

**6.1 General Requirements.** Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**6.2 Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

**6.3 Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **(\$2,000,000.00)** per occurrence and **(\$2,000,000.00)** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.



The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**6.4 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's, has been received by the Fire & Aviation Management Bureau, 2705 Spurgin Road, Missoula, MT 59804.

Contractor must notify the State immediately of any material change in insurance coverage, including but not limited to changes in limits, coverage's, and status of policy. The Contractor must provide the State with copies of insurance policies upon request.

## **7. COMPLIANCE WITH LAWS**

### **7.1 Federal, State, or Local laws, Rules, and Regulations.**

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The State may audit or request from Contractor at any time a statement that it is fully compliant with all requirements of this Section.

**7.2 Contractor as Employer under the Patient Protection and Affordable Care Act and this Contract.** The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Contractor represents and warrants that all individuals who perform services for an agency of the State for Contractor under this Contract are without exception Contractor's common law employees at all times and that Contractor acknowledges that Contractor has the responsibility and retains the obligation to direct and control its employees providing services under this Contract for the term of this Contract. Contractor is responsible for providing healthcare benefits for its employees under the Patient Protection and Affordable Care Act.

**7.2.1 State Benefits Plans.** Contractor acknowledges and agrees that it, its agents or employees are not employees of the State and that its agents or employees have no nexus with the State to participate in any of the State's benefits plans or programs that the State offers its employees and maintains for its employees.

**7.2.2 Contractor Provided Health Care Coverage.** Contractor shall, if required by the Patient Protection and Affordable Care Act, offer to all its agents or employees who perform services for the State under this contract for 30 or more hours a week and for employee's or agent's dependents under age 26 health care coverage under its health care plans. Such coverage must provide minimum essential coverage and minimum value, and be affordable for purposes of the employer responsibility provisions under Section 4980H of the Code and otherwise satisfy the requirements of Code 4980H if provided by the State. It shall be contractor's sole responsibility to determine applicability and compliance requirements that may apply to Contractor under the Patient Protection and Affordable Care Act.

**7.2.3 Contractor Reporting Requirements.** Contractor acknowledges that if it is subject to any reporting requirements under Code §§ 6055 and 6066 that Contractor will fully comply with any required reporting with respect to individuals who perform services for the State.

**7.2.4** In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin of the persons performing this contract.

## **8. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such

businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## **9. SEVERABILITY CLAUSE**

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

## **10. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**10.1 Agreement.** This Agreement consists of 40 numbered pages, Attachments, and Contractor's response, as amended. In the case of a dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**10.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all the parties.

## **11. WAIVER**

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.



**EMERGENCY EQUIPMENT RENTAL AGREEMENT**

|  |                                |   |             |                          |
|--|--------------------------------|---|-------------|--------------------------|
| 1. PROCUREMENT AGENCY a. name and address:<br><br><b>Department of Natural Resources &amp; Conservation</b><br><b>Attn: Contracting Officer</b><br><b>2705 Spurgin Road</b><br><b>Missoula MT 59804</b><br><br>b. Phone Number: 406-542-4300   c. FAX Number: 406-542-4242   |                                | 2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): <b>Type 2 Crew/Module Agreement</b><br><br>3. EFFECTIVE DATES OF AGREEMENT:<br>a. beginning _____ b. ending _____<br>c. Specific incident only:<br>Incident Name: _____<br>Incident Number: _____  |             |                          |
| 4. CONTRACTOR a. name and address:<br><br>b. EIN/SSN _____ c. DUNS: _____<br>d. SAM YES No<br>e. EMAIL Address: _____<br>f. Telephone Number (day): _____<br>Telephone Number (night): _____<br>Cell Phone Number: _____<br>FAX: _____   |                                | 5. POINT OF HIRE (Location when hired if different than Block 4): _____<br>6. ORDERING DISPATCH CENTER _____<br><br>7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:<br><input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)<br>8. OPERATOR FURNISHED BY:<br><input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT<br>9. Contractor Authorized Commissary:<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |             |                          |
| 10. BUSINESS SIZE OF CONTRACTOR: a. <input type="checkbox"/> small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged<br>e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring) |                                |   |             |                          |
| 11. <b>ITEM DESCRIPTION:</b> positions for Type 2 Crew/Module  | 12. NO. OF OPERATORS PER SHIFT | 13. HR/LY/DAILY/MILEAGE/SHIFT BASIS (ss/ds; ref. Cl.6)<br>Rate Unit   | 14. SPECIAL | 15. GUARANTEE (10 HOURS) |
| <b>TYPE 2 CREW</b>   | <b>18 to 20</b>                | <b>37.00</b> <b>Hourly</b>  |             |                          |
| <b>MODULE</b>  | <b>8 to 10</b>                 | <b>37.00</b> <b>Hourly</b>  |             |                          |
|  |                                |   |             |                          |
| <b>16. SPECIAL PROVISIONS</b><br><br>A. All terms, conditions, specifications, and attachments contained in the <b>TYPE 2 CREW/MODULE AGREEMENT</b> are attached hereto and incorporated herein by reference.  |                                |   |             |                          |
| 17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE   | 18. DATE                       | 19. PRINT NAME AND TITLE  |             |                          |
| 20. FEDERAL CONTRACTOR'S CO-SIGNATURE  | 21. DATE                       | 22. a. PRINT NAME AND TITLE<br><br>b. Phone Number: _____ c. FAX: _____   |             |                          |
| 23. DNRC PROCUREMENT OFFICER'S CO-SIGNATURE  | 24. DATE                       | 25. a. PRINT NAME AND TITLE<br><br>b. Phone Number: _____ c. FAX: _____   |             |                          |

## GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1.** Condition of Equipment: All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2.** Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3.** Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4.** Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

**CLAUSE 5.** Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

### **CLAUSE 6.** Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 13*) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

**ON-SHIFT:** Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable

travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates** (*column 14*) shall apply when specified.
3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
4. **Daily Rate** (*column 13*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

### **(a) Shift Basis (Portion of calendar day)**

- 1) **Single Shift** - (SS) is staffed with one operator or one crew
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
- 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

### **CLAUSE 7.** Exceptions

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.

**CLAUSE 8.** Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9.** Loss, Damage, or Destruction:

(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10.** Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11.** Deductions: Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 12.** Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

**CLAUSE 13.** Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:  
[www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

**CLAUSE 14.** Claim Settlement Authority: For the purpose of settling claims, the successor contracting officer is any contracting officer acting

within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

**CLAUSE 15.** Changes: Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16.** Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a Leatherman.

**CLAUSE 17.** Work Rest and Length of Assignment: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov)

**CLAUSE 18.** Harassment Free Workplace: Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at [www.gpoaccess.gov](http://www.gpoaccess.gov)

**CLAUSE 19.** Definitions - The following definitions for Block 10 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

## MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION (MT-DNRC) STANDARD TERMS AND CONDITIONS

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

**DEBARMENT:** Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or

services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PATENT AND COPYRIGHT PROTECTION:** If a third party makes a claim against the State that the products furnished under this purchase order infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as



defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://sfsd.mt.gov/SPB/Preferences>

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to Contractor, terminate the contract in whole or in part at any time Contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Exceptions will be rejected.

**WARRANTY FOR SERVICES:** Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. State agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.

## SAFETY STANDARDS

NOTICE: The following minimum contract standard shall be upheld at all times. The DNRC or Agency Contracting Officer or appointed representatives (COR) shall consider individuals who cannot meet these minimum requirements UNSAFE and may remove the individual or, if necessary the entire resource from the job site in accordance with the terms of the agreement specification:

### A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2<sup>nd</sup> ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

### B. Smoke and Carbon Monoxide

For information on this subject call USDA Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for Health Hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

### C. “Six Minutes for Safety” Training

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season. The NWCG website gives information on Six Minutes for Safety, go to [www.nwcg.gov](http://www.nwcg.gov).

### D. Seat Belts

Seat belts will be available and used in any vehicle when in motion. It is the operator’s responsibility to ensure compliance.

### E. Personal Protective Equipment (PPE)

Contractor must meet all Federal, State and Local sanitation laws.

### F. Fireline Leadership Communications Skills

All personnel in leadership positions such as Equipment Operators, Engine Bosses, and radio operators shall be able to communicate fluently at a conversational level in English.

Specifically:

- All radio communication on tactical, command and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.



#### **G. Incident Identification/Qualification Card**

Personnel shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc.

#### **H. Physical Demands**

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes.

Copies of the publication titles "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at [www.nwcg.gov](http://www.nwcg.gov), in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

The government reserves the right to monitor the administration of any classroom instruction, and Pack Tests administered for compliance with "Work Capacity Fitness Test Instructor's Guide."

#### **I. Work/Rest/Driving/ and Length of Assignment Guidelines**

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: [www.nwcg.gov](http://www.nwcg.gov)

## HARASSMENT FREE WORKPLACE POLICY STATE OF MONTANA SEXUAL HARASSMENT POLICY

It is the policy of the Montana Department of Natural Resources and Conservation to prohibit sexual harassment of its employees and applicants for employment in the work place by any person and in any form.

Each supervisor has an affirmative duty to maintain the work place free from sexual harassment. This duty includes discussing this policy with all employees and assuring them that they are not required to endure or be subject to insulting, degrading or offensive sexual treatment.

Specifically, sexual harassment refers to behavior which is not welcome, personally offensive, weakens morale and therefore interferes with employees' effectiveness and work environment, and is generally defined as unwelcome sexual advances, requests for favors and other verbal, physical and/or visual contact of a sexual nature when:

- Submission is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission or rejection by an employee is used as a basis for employment decisions affecting the employee.
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or otherwise offensive work environment.

The following are examples of sexual harassment:

- Sexual advances which are unwanted (this may include situations which began as reciprocal attractions but later ceased to be reciprocal).
- Leering or sexual gestures.
- Displaying sexually suggestive objects, pictures, cartoons or posters.
- Verbal abuse of a sexual nature, sexually-oriented jokes, innuendoes or obscenities. Sexually suggestive letters, notes, or invitations.
- Reprisals or threats after a negative response to sexual advances.
- Employment benefits affected in exchange for sexual favors (may include situations where a third party is treated less favorably because others have agreed to sexual advances).
- Physical conduct such as assault, attempted rape, impeding or blocking movement or touching.
- Women in nontraditional work environments may also be subject to hazing (this may include being dared or asked to perform unsafe work practices).

No supervisor shall threaten or insinuate either explicit or implied action(s) that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, classification (grade), assigned duties, or any other condition of employment or career development.

It should be understood that sexual harassment is against the law and the State of Montana is committed to the prevention of all forms of sexual harassment in the work place. If you are not personally a victim of sexual harassment, but observe actions against other employees which you believe to be harassment, you should bring it to the attention of your supervisor or to the first level supervisor not involved in the alleged harassment or the DNRC EEO Officer. If you feel you are being sexually harassed, you may wish to pursue the following:

- Inform the individual that his/her behavior is unwelcome, offensive or inappropriate. Do not assume or hope that the problem will go away.
- If you are unable to confront the harasser, or the harassment continues, do not keep it to yourself.
- If you are considering reporting a complaint, you can:
  1. Report a complaint utilizing the reporting procedures contained in the DNRC Sexual Harassment Policy/Affirmative Action Plan.
  2. File a grievance under the grievance policy or through a grievance procedure available through collective bargaining agreements or statute.
  3. File a complaint with the Human Rights Commission. Complaints with the Human Rights Commission will be accepted within 180 days of the action or an extended 120 days if you are using an internal complaint procedure.

It is the policy of the Department of Natural Resources and Conservation to take direct and immediate action when informed of alleged violations and enforce the full range of liability and protection created by Title VII and the Montana Human Rights Act.

Sexual Harassment Training is required for all DNRC employees. This training should take place for new employees as soon as available and prior to the completion of the six month probationary period.

The immediate supervisor will notify the new employee of this requirement during the new employee orientation. Current DNRC employees are required to attend refresher training for Sexual Harassment at least once every two years.

**DRUG AND ALCOHOL**

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Government incidents or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Government incident, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Government's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Government incident, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Government's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Government, or while on Government business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.
- The Government will conduct drug and/or alcohol testing under any of the following circumstances:
- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Government.
- **FOR-CAUSE TESTING:** The Government may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

## Standard Contractor Performance Report

Highlighted blocks are required to be completed.

|   |                                  |                               |   |
|---|----------------------------------|-------------------------------|---|
| <b>Evaluation Type: Interim _ Final _ (check one)</b>           |                                  |                               |   |
| <b>Evaluating Organization</b> <small>(Fire Name):</small>      |                                  | <b>Reporting Period: From</b> |   |
| <b>Contracting Office:</b>                                      |                                  | <b>Contract Number:</b>       | <b>to</b>   |
|   |                                  |                               | <b>Order Number</b> <small>(Resource Order/Incident #):</small> |
| <b>Contractor Name:</b>   |                                  | <b>Contractor Address:</b>    |   |
|   |                                  |                               |   |
| <b>DUNS:</b>  |                                  | <b>City:</b>                  | <b>State:</b>   |
| <b>Additional or Alternate Contractor Name:</b>                 |                                  | <b>Zip/Postal Code:</b>       | <b>Country:</b>   |
| <b>TIN:</b>   | <b>Industrial Code (NAICS):</b>  | <b>Commodity Code:</b>        | <b>Contract Type:</b>   |
| <b>Contract Award Date:</b>                                     | <b>Contract Expiration Date:</b> |                               | <b>Contract Value:</b>  |
| <b>Requirement Description</b> <small>(Equipment Type):</small> |                                  |                               |   |

### Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached *Rating Guidelines*).

**Quality of Product or Service** (How did the Contractor perform, document any noncompliance or performance issues)

|                   |         |         |         |              |                |
|-------------------|---------|---------|---------|--------------|----------------|
| _0=Unsatisfactory | _1=Poor | _2=Fair | _3=Good | _4=Excellent | _5=Outstanding |
|-------------------|---------|---------|---------|--------------|----------------|

**Government Comments for Quality of Product or Service (2000 characters maximum):**

**Timeliness of Performance** (Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)

|                   |         |         |         |              |                |
|-------------------|---------|---------|---------|--------------|----------------|
| _0=Unsatisfactory | _1=Poor | _2=Fair | _3=Good | _4=Excellent | _5=Outstanding |
|-------------------|---------|---------|---------|--------------|----------------|

**Government Comments for Timeliness of Performance (2000 characters maximum):**

**Business Relations** (Did the Contractor perform in a business-like manner; complete administrative requirements timely)

|                   |         |         |         |              |                |
|-------------------|---------|---------|---------|--------------|----------------|
| _0=Unsatisfactory | _1=Poor | _2=Fair | _3=Good | _4=Excellent | _5=Outstanding |
|-------------------|---------|---------|---------|--------------|----------------|

**Government Comments for Business Relations (2000 characters maximum):**

## Additional Info

### Contractor Key Personnel

**Contractor Manager/Principal Investigator (Owner's Name):**

**Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum):** *(If applicable, describe working relationship with government representatives for this assignment)*

**Contractor Key Person (Equipment Operator's Name):**

**Government Comment on Contractor Key Person (2000 characters maximum):** *(Describe working relationship with government representatives for this assignment)*

### Customer Satisfaction

**Is/was the contractor committed to customer satisfaction?** ☐ Yes ☐ No **(Check one)**

**Would you recommend the selection of this firm again?** ☐ Yes ☐ No **(Check one)**

**Government Comments on Customer Satisfaction (2000 characters maximum):** *If no to either of above, explain below*

## Admin Info

**Project Officer/COTR** *(Individual completing the evaluation)*

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Contractor Representative**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Alternate Contractor Representative**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Contracting Officer:**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

### Rating Guidelines

## **Quality of Product or Service**

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

|                |   |
|----------------|---|
| Unsatisfactory | Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.  |
| Poor           | Overall compliance requires significant Agency resources to ensure achievement of contract requirements.  |
| Fair           | Overall compliance requires minor Agency resources to ensure achievement of contract requirements.  |
| Good           | There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.  |
| Excellent      | There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.   |
| Outstanding    | The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

## **Timeliness of Performance**

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

|                |   |
|----------------|---|
| Unsatisfactory | Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.                            |
| Poor           | Delays require significant Agency resources to ensure achievement of contract requirements.   |
| Fair           | Delays require minor Agency resources to ensure achievement of contract requirements.   |
| Good           | There are no, or minimal, delays that impact achievement of contract requirements.  |
| Excellent      | There are no delays and the contractor has exceeded the agreed upon time schedule.  |
| Outstanding    | The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

## **Business Relations**

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

|                |   |
|----------------|---|
| Unsatisfactory | Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.   |
| Poor           | Response to inquiries and/or technical, service, administrative issues is marginally effective.   |
| Fair           | Response to inquiries and/or technical, service, administrative issues is somewhat effective.   |
| Good           | Response to inquiries and/or technical, service, administrative issues is consistently effective.   |
| Excellent      | Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.  |
| Outstanding    | The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |



## INCIDENT ORDER/PROJECT NUMBER / AGENCY CONTACT INFORMATION

Box 3 on the Resource Order contains an *INCIDENT/PROJECT ORDER NUMBER*. This number is typically the Host Agency incident number, although not always if the incident has crossed jurisdictions, become a cost share or FEMA incident. This number will help in determining the correct person to contact with financial questions.

For Example:

MT-LNF-000035

- **MT** acronym for Montana
- **LNF** is the 3 letter designator for the Lolo National Forest
  - **F** at the end stands for Forest, USFS responsibility
  - **D** at the end stands for District, BLM responsibility
  - **A** at the end stands for Agency, typically BIA responsibility
  - **S** at the end stands for State, State responsibility
  - **P** at the end stands for Park, National Park Service responsibility
- **000035** is the incident number, unique to that incident

Generally, knowing the state the incident happened in and the 3 letter forest, district, etc. designator will identify the agency you need to contact. Below is an agency list with most 3 letter designators listed for identification.

| BLM, BIA, NPS  |   |
|--|---|
| <b>BLM (BID, BUD, MCD, LED)</b><br>Sarah Lee<br>1299 Rimtop Drive<br>Billings, MT 59101  |   |
| <b>BIA - Rocky Mountain Region (BFA, CRA, FBA, FPA, NCA, RBA)</b><br>Amanda Boatright<br>2021 4th Avenue North<br>Billings, MT 59101<br>406-247-7949<br><a href="mailto:amanda.boatright@bia.gov">amanda.boatright@bia.gov</a> | <b>BIA -Northwest Region (FHA)</b><br>Kevin Kelly<br>911 Northeast 11th<br>Portland, OR 97232<br>503-231-2279<br><a href="mailto:kevin.kelly@bia.gov">kevin.kelly@bia.gov</a>                                     |
| <b>NPS - Glacier National Park (GNP)</b><br>Biddy Simet<br>PO Box 128<br>West Glacier, MT 59936<br>406-888-5806<br><a href="mailto:biddy_simet@nps.gov">biddy_simet@nps.gov</a>  | <b>NPS - Yellowstone National Park (YNP)</b><br>Georgia McAdams<br>PO Box 168<br>Yellowstone National Park, WY 82190-1068<br>307-344-2196<br><a href="mailto:georgia_mcadams@nps.gov">georgia_mcadams@nps.gov</a> |

## USFS

|  |   |
|--|---|
| <b>Lolo (LNF) &amp; Bitterroot (BRF) National Forests</b><br>Deanna Crawford<br>1801 North 1st Street<br>Hamilton, MT 59840<br>406-363-7135<br><a href="mailto:dcrawford02@fes.fed.us">dcrawford02@fes.fed.us</a>                            | <b>Custer (CNF) &amp; Gallatin (GNF) National Forests</b><br>Fauzia Massey<br>1299 Rimtop Drive<br>Billings MT 59105<br>406-690-4541<br><a href="mailto:fauziamassey@fs.fed.us">fauziamassey@fs.fed.us</a>            |
| <b>Helena (HNF), Lewis &amp; Clark (LCF) , Beaverhead<br/>Deerlodge (BDF) National Forests</b><br>Lily Huskey<br>1101 15th Street North<br>Great Falls, MT 59401<br>406-868-7428<br><a href="mailto:lhiskey@fs.fed.us">lhiskey@fs.fed.us</a> | <b>Idaho Panhandle (IPF) , Nez Perce-Clearwater (NCF)<br/>National Forests</b><br>Heather Good<br>104 Airport Road<br>Grangeville, ID 83530<br>208-983-4096<br><a href="mailto:hjgood@fs.fed.us">hjgood@fs.fed.us</a> |
| <b>Kootenai (KNF) &amp; Flathead (FNF) National Forests</b><br>Terri Tangen<br>31374 HWY 2<br>Libby, MT 59923<br>406-283-7650<br><a href="mailto:ttangen@fs.fed.us">ttangen@fs.fed.us</a>  | -   |

| STATES  |  |
|---|--|
| <b>IDAHO (CAS, CMS, CTS, KVS, MCS, MIS, PDS, PLS, POS, SJS)</b><br>Wendy Walter or Debbie Godfrey<br>3284 West Industrial Loop<br>Coeur d'Alene, ID 83815<br>208-769-1525<br><a href="mailto:wwalter@idl.idaho.gov">wwalter@idl.idaho.gov</a> or <a href="mailto:dgodfrey@idl.idaho.gov">dgodfrey@idl.idaho.gov</a> | <b>MONTANA (SWS, NWS, CES, NES, SLO, EAS)</b><br>Joanne Marceau<br>2705 Spurgin Road<br>Missoula, MT 59804<br>406-542-4252<br><a href="mailto:jmarceau@mt.gov">jmarceau@mt.gov</a> |
| <b>NORTH DAKOTA (NDS)</b><br>Anthony Schultz (Acting)<br>916 East Interstate Avenue, Ste 4<br>Bismarck, ND 58503<br>701-328-9916 or 701-425-1835<br><a href="mailto:Anthony.Schultz@ndsu.edu">Anthony.Schultz@ndsu.edu</a>  |  |

**Federal Payment Offices****USDA Forest Service**

USDA Forest Service  
Albuquerque Service Center  
Incident Business  
101B Sun Ave. NE  
Albuquerque, NM 87109

**National Park Service**

National Park Service Accounting  
Operations Center  
P.O. Box 100000  
13461 Sunrise Valley Drive  
Herndon, VA 20171

**Bureau of Land Management**

Invoice returned to the BLM  
Local Incident Host Agency

**Bureau of Indian Affairs****Billings, Rocky Mountain Region**

Designated billing office information will  
be provided by local host agency unit.

**US Fish and Wildlife Service**

U.S. Fish and Wildlife Service  
Attn: RFMC David Carter  
134 Union Boulevard, Suite 300  
Lakewood, CO 80228

**State of Idaho****Cataldo**

80 Hilltop Overpass Road  
Kingston, ID 83839.  
Phone: (208) 682-4611  
Fax: (208) 682-2991

**Craig Mountain**

PO Box 68  
Craigmont ID 83523  
Phone: (208) 924-5571  
Fax: (208) 924-5571

**Eastern Idaho**

3563 Ririe Highway  
Idaho Falls, ID 83401.  
Phone: (208) 525-7167  
Fax: (208) 525-7178.

**Kootenai Valley**

Route 4, Box 4810  
Bonners Ferry, ID 83805.  
Phone: (208) 267-5577  
Fax: (208) 267-8301

**Maggie Creek**

Route 2 Box 190  
Kamiah, ID 83536  
Phone: (208) 935-2141  
Fax: (208) 935-0905

**Mica**

3706 Industrial Avenue S.  
Coeur d'Alene, ID 83815.  
Phone: (208) 769-1577  
Fax: (208) 769-1597.

**Pend Oreille Lake**

2550 Highway 2 West  
Sandpoint, ID 83864.  
Phone: (208) 263-5104  
Fax: (208) 263-0724.  
Chris Remsen

**Ponderosa**

3130 Highway 3  
Deary, ID 83823  
Phone: (208) 877-1121  
Fax: (208) 877-1122.

**Priest Lake**

4053 Cavanaugh Bay Road  
Coolin, ID 83821  
Phone: (208) 443-2516  
Fax: (208) 443-2162

**South Central**

PO Box 149  
Gooding, ID 83330  
**Phone:** (208) 934-5606  
**Fax:** (208) 934-5362

**Southwest**

8355 West State Street  
Boise, ID 83703.  
Phone: (208) 334-3488  
Fax: (208) 853-6372.

**St. Joe**

1806 Main Avenue  
St. Maries, ID 83861.  
Phone: (208) 245-4551  
Fax: (208) 245-4867

**Clearwater-Potlatch Timber Protective Assn.**

10250 Highway 12, Orofino, ID 83544  
Phone: (208) 476-5612  
Fax: (208) 476-7218

**Southern Idaho Timber Protective Assn.**

555 Deinhard Lane, McCall ID 83638  
Phone: (208) 634-2268  
Fax: (208) 634-5117

**State of North Dakota****State Foresters Office**

307 First Street East  
Bottineau, ND 58318  
Attn: Brenda Johnson  
(701) 228-5422

**State of Montana****Department of Natural Resources and Conservation****DNRC Forestry Division**

2705 Spurgin Rd.  
Missoula MT 59804

**DNRC Northwestern Land Office**

655 Timberwolf Parkway STE 2  
Kalispell MT 59901-1215

**DNRC Southwestern Land Office**

1401 27th Ave  
Missoula MT 59804

**DNRC Central Land Office**

8001 N Montana Ave  
Helena MT 59602

**DNRC Northeastern Land Office**

PO Box 1021  
Lewistown MT 59457

**DNRC Eastern Land Office**

PO Box 1794  
Miles City MT 59301

**DNRC Southern Land Office**

Airport Industrial Park  
1371 Rimtop Drive  
Billings MT 59105-1978

# VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER 2. ORDER / REQUEST NUMBER

3. OWNER / VENDOR

4. AGREEMENT, PO, CONTRACT NO.

5. EXPIRES

6. MAKE

7. MODEL, TYPE

8. SERIAL NO. / VIN

9. LICENSE NO.

## Section I - Tractor, Motor Grader

|   |   | Pre-use |    | Release |    |
|---|---|---------|----|---------|----|
|   |   | Yes     | No | Yes     | No |
| 1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. | * |         |    |         |    |
| 2. Lights: mounted and working while operating  |   |         |    |         |    |
| 3. Battery: check for corrosion, loose terminal, hold downs   |   |         |    |         |    |
| 4. Engine running: check oil pressure, knocks and leaks   |   |         |    |         |    |
| 5. Gauges: all must be working: oil, temperature, etc.  | * |         |    |         |    |
| 6. Steering clutches: must have 3-4" free travel  | * |         |    |         |    |
| 7. Brakes: must hold at half travel.  | * |         |    |         |    |
| 8. Muffler and spark arrester: approved type unless turboed   | * |         |    |         |    |
| 9. Fuel system: must be free of drips and leaks   | * |         |    |         |    |
| 10. Cooling system: must be free of leaks   | * |         |    |         |    |
| 11. Fan and fan belts: check for defects  |   |         |    |         |    |
| 12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf                                   | * |         |    |         |    |
| 13. Hydraulic system: no leaks or drips   |   |         |    |         |    |
| 14. Belly plate, rock and radiator guards: securely mounted   | * |         |    |         |    |
| 15. Final drive, transmission and differential: check for dripping  |   |         |    |         |    |
| 16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp   |   |         |    |         |    |
| 17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges  | * |         |    |         |    |
| 18. Blade, ripper, winch: operate smoothly and hold at any point  |   |         |    |         |    |
| 19. Dozer and assembly: trunnion bolts missing, cracks  | * |         |    |         |    |
| 20. Drawbar: serviceable, safe  |   |         |    |         |    |
| 21. Body and cab condition: report dents and damage   |   |         |    |         |    |

## Section II - Remarks

(Describe all unsatisfactory items and identify by line number.)

## 10. PRE-USE INSPECTION

☐ REJECTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

☐ ACCEPTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

## Section IV - Truck, Bus, Van, Pickup

|  |   | Pre-use |    | Release |    |
|--|---|---------|----|---------|----|
|  |   | Yes     | No | Yes     | No |
| 1. DOT inspection in the last 12 months: when required *   |   |         |    | NA      | NA |
| 2. Gauges and lights   | * |         |    |         |    |
| 3. Seat belts  | * |         |    |         |    |
| 4. Glass and mirrors   | * |         |    |         |    |
| 5. Wipers and horn   | * |         |    |         |    |
| 6. Clutch pedal: proper adjustment   |   |         |    |         |    |
| 7. Cooling system: check radiator and hoses  |   |         |    |         |    |
| 8. Oil level and condition: full and clean   |   |         |    |         |    |
| 9. Battery: check for corrosion, loose terminals, hold downs                                       |   |         |    |         |    |
| 10. Fuel system  | * |         |    |         |    |
| 11. Electrical system: generator and starter working   |   |         |    |         |    |
| 12. Engine running: check for knocks and leaks   |   |         |    |         |    |
| 13. Transmission: check for leaks  |   |         |    |         |    |
| 14. Steering   | * |         |    |         |    |
| 15. Brakes   | * |         |    |         |    |
| 16. 4-Wheel drive: check gear boxes, leaks   |   |         |    |         |    |
| 17. Drive line U-joints: check for looseness   |   |         |    |         |    |
| 18. Springs and shocks   | * |         |    |         |    |
| 19. Differential: check for leaks  |   |         |    |         |    |
| 20. Exhaust system   | * |         |    |         |    |
| 21. Frame  | * |         |    |         |    |
| 22. Tire and wheels (List failed position/depth in remarks)  | * |         |    |         |    |
| 23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23 |   |         |    |         |    |
| 24. Emergency equipment required:<br>Fire Extinguisher _____ Spare Fuses _____ Reflectors _____    | * |         |    |         |    |
| 25. Operator(s) properly licensed.   | * |         |    |         |    |

State \_\_\_\_\_ License No. \_\_\_\_\_ Class \_\_\_\_\_  
Endorsements \_\_\_\_\_ Med.Cert. Expire Date \_\_\_\_\_

## Section III - Power Saw, Pump

|   |   | Pre-use |    | Release |    |
|---|---|---------|----|---------|----|
|   |   | Yes     | No | Yes     | No |
| 1. Visible parts broken                                   | * |         |    |         |    |
| 2. Visible nuts and bolts tight                           |   |         |    |         |    |
| 3. Oil in gear case and chain oiler                       |   |         |    |         |    |
| 4. Cutting bar: straight, chain in good condition         | * |         |    |         |    |
| 5. Exhaust system and spark arrester                      | * |         |    |         |    |
| 6. Motor: idles evenly, runs smoothly, satisfactory power |   |         |    |         |    |

\* Safety item - Do not accept until brought into compliance.

## 11. RELEASE INSPECTION

☐ NO DAMAGE / NO CLAIM  
Not applicable to buses, inspection required.

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

7540-01-120-0607

PREVIOUS EDITION NOT USABLE



PRINTED ON REC-CYCLED PAPER

FINANCE COPY - PRE-USE

OPTIONAL FORM 296 (REV. 4-2000)

# VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

## FORM USE AND DISTRIBUTION

### Pre-Use Inspection

1. Inspector completes block numbers 1-10.
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the “Pre-use” column of the applicable Section I, III, or IV, and Section II, “Remarks” if needed. If applicable, Section IV, item 23\* is continued on the back side of the “Finance Copy – Release.”
3. Both Vendor and Inspector must sign off the Pre-use “ACCEPTED” inspection, block 10. Inspectors need to print and Vendors need to sign their names.
4. “Finance Copy – Pre-use” (white copy), is sent **immediately** to the Equipment Finance department.
5. “Vendor Copy – Pre-use / Release” (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
6. “Finance Copy – Release” (pink copy), and “Inspector – Pre-use / Release” (goldenrod copy), are held by the Inspector.

### Release Inspection

1. Retrieve “Vendor Copy” and place between the “Finance Copy – Release” and “Inspector – Pre-use / Release” copies that were held by the Inspector.
2. Inspector completes vehicle / equipment inspection checking all items as indicated the “Release” column of the applicable Section I, III, or IV, and Section II, “Remarks” if needed. If applicable, Section IV, item 23\* is continued on the back side of the “Finance Copy – Release.”
3. Block 11, “Release Inspection” must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
4. Inspector returns “Vendor Copy” to Vendor and **immediately** sends “Finance Copy – Release” and “Inspector Copy” to the Equipment Finance department.

## Section IV - Truck, Bus, Van, Pick-up

Motor vehicle parts and accessories must be in Safe Operating Condition At All Times, FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

**REJECT IF:** Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

### 2. Gauges and Lights (393.81, 393.9)

- + Speedometer inoperative.
- + All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

### 3. Seat Belts (393.93)

- + Any driver or right outboard seat belt missing or inoperative.

### 4. Glass and Mirrors (393.60, 393.80)

- + Any discoloration not applied by the manufacturer for reduction of glare.
- + Any windshield crack over 1/4" wide.
- + Any crack less than 1/4" wide that intersects with any other crack.
- + Any damage 3/4" or greater in diameter.
- + Any 2 damaged areas closer than 3" to each other.
- + Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- + Any required mirror broken. (396.3(A)(1)).

### 5. Wipers and Horn (393.78, 393.81)

Wiper blade(s) fail to clean windshield within 1" of windshield sides.  
Horn missing, inoperative or fails to give adequate/reliable warning signal.

### 10. Fuel System (393.65, 393.67)

- + Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- + Visible leak at any point.
- + Fuel tank cap missing.

### 14. Steering (393.209)

- + Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- + Steering lash not within parameters, see chart in FMCSR 393.209.
- + Steering column is not secure.
- + Steering system; any U-joint worn, faulty or repaired by welding.
- + Steering gear box is loose, cracked or missing mounting bolts.
- + Pitman arm is loose, or has any welded repairs.
- + Power steering; any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- + Any fluid leaks, fluid reservoir not full.

### 15. Brakes (393.40-393.53)

- + Brake system has any deficiencies as described in FMCSR.
- + Brake system has any missing, loose, broken, out of adjustment or worn out components.
- + Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- + Brake system has any air or fluid leaks. (396.3(a)(1)).

### 18. Springs and Shocks (393.207)

- + Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- + Any leaf spring cracked, broken, missing or shifted out of position.
- + Adjustable axle assemblies with locking pins missing or not engaged.

### 20. Exhaust (393.83)

- + Any part of the exhaust system so located as would be likely to result in

charring, burning, or damaging the wiring, fuel supply or any combustible part of the vehicle.

- + Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6" for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit).
- + Any leak at any point forward of or directly below the driver and/or sleeper compartment.

### 21. Frame (393.201)

- + Any cracked, broken, loose or sagging frame member.
- + Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- + Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3(a)(1))

### 22. Tires and Wheels (393.75, 393.205)

- + Any body ply or belt material exposed through tread or sidewall.
- + Any tread or sidewall separation.
- + Any cut exposing ply or belt material.
- + Tread depth less than 4/32" on steering axle.
- + Less than 2/32" on any other axle.
- + Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- + Any tire not properly inflated or any overloaded tire.
- + Any tire that comes in contact with any part of the vehicle. (393.3(a)(1))
- + Any tire marked "Not for Highway Use". (393.3(a)(1))
- + Wheels and rims shall not be cracked or broken.
- + Stud or bolt holes on the wheels shall not be elongated.
- + Nuts or bolts shall not be missing or loose.

### 24. Emergency Equipment (393.95)

- + Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- + At least one spare fuse or other overload protective device. (393.95(c))
- + Warning devices for stopped vehicles. (393.95(f,g))

### 25. License (383.23, 391.41)

- + No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- + Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

### IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

**The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.**



## Taxpayer Identification Request

ATTACHMENT L

In order for the State of Montana to comply with the Internal Revenue Service regulations, this letter is to request that you complete the enclosed Substitute Form W-9. Failure to provide this information may result in delayed payments or backup withholding. This request is being made at the direction of the Montana Department of Administration, State Accounting Division, in order that the State may update its vendor file with the most current information.

We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under Section 6723 of the Internal Revenue Code.

Only the individual's name to which the Social Security Number was assigned should be entered on the first line.

The name of a partnership, corporation, club, or other entity, must be entered on the first line exactly as it was registered with the IRS when the Employer Identification Number was assigned.

DO NOT submit your name with a Tax Identification Number that was not assigned to your name. For example, a doctor MUST NOT submit his or her name with the Tax Identification Number of a clinic he or she is associated with.

Thank you for your cooperation in providing us with this information. Please return the completed form to:

DNRC Forestry Division  
2705 Spurgin Rd  
Missoula, MT 59804  
406-542-4300

State of Montana  
 DNRC Forestry Division  
 2705 Spurgin Rd  
 Missoula MT 59804



### Taxpayer Identification Number (TIN) Verification

*Print or Type*

Please see attachment or reverse for complete instructions.

#### ➤ Legal Name

(as entered with IRS) If Sole Proprietorship, enter your Last, First, MI

#### ➤ Trade Name

If doing business as (DBA) or enter business name of Sole Proprietorship

#### ➤ Primary Address (for 1099 form)

PO Box or Number and Street, City, State, ZIP + 4

#### ➤ Remit Address (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, ZIP + 4

#### ➤ Entity Designation (check only one type)

- ☐ Corporation  
     ☐ S-Corp ☐ C-Corp  
 Do you provide medical or legal services?  
     ☐ Yes ☐ No
- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
     ☐ General ☐ Limited
- ☐ LLC (for federal tax purposes taxed as)  
     ☐ Individual ☐ Partnership  
     ☐ Corporation
- ☐ Estate/Trust  
☐ Organization Exempt from Tax  
     (under Section 501 (a)(b)(c)(d)(e))
- ☐ Government Entity  
☐ Other \_\_\_\_\_  
☐ Incorporated

#### ➤ Taxpayer Identification Number (TIN) (Provide Only One) (If sole proprietorship provide FEIN, if applicable)

Social Security Number

Federal Employer Identification No

#### ➤ Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name

Printed Title

Telephone Number

Signature

Date

#### ➤ Optional Direct Deposit Information (used at agency discretion) (all fields required to receive electronic payments) (Must Include a Voided Check, No Direct Deposit Slips Accepted)

Your Bank Account Number

- ☐ Checking  
☐ Savings

Name on Bank Account

Bank Routing No. (ABA)

THIS IS A:

- ☐ New Direct Deposit ☐ Change of Existing ☐ Additional Direct Deposit ☐ Email Change Only

Email Address (Please make this LEGIBLE)

If you provide bank information and an email address, we will send a message notifying you when an electronic payment is issued. We will **NOT** share your email address with anyone or use it for any other purpose than communicating information about your electronic payments to you. If you have questions about completing this form, please call the Warrant Writer Unit at 406-444-3092.

# Instructions for Completing Taxpayer Identification Number Verification (Substitute W-9)

## Legal Name As entered with IRS

Individuals: Enter Last Name, First Name, MI  
Sole Proprietorships: Enter Last Name, First Name, MI  
LLC Single Owner: Enter owner's  
Last Name, First Name, MI  
All Others: Enter Legal Name of Business

## Trade Name

Individuals: Leave Blank  
Sole Proprietorships: Enter Business Name  
LLC Single Owner: Enter LLC Business Name  
All Others: Complete only if doing business as a D/B/A

## Primary Address

Address where 1099 should be mailed.

## Remit Address

Address where payment should be mailed. Complete only if different from primary address.

## Entity Designation

Check *ONE* box which describes the type of business entity.

## Taxpayer Identification Number

*LIST ONLY ONE:* Social Security Number OR Employer Identification Number. **See "What Name and Number to Give the Requester" at right.**

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

## Certification

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help

verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

## What Name and Number to Give the Requester

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account)   | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)  | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law  | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or Single-Owner LLC   | The owner <sup>3</sup>  |
| For this type of account:  | Give name and EIN of:   |
| 6. Sole Proprietorship or Single-Owner LLC   | The owner <sup>3</sup>  |
| 7. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup>   |
| 8. Corporate or LLC electing corporate status on Form 8832   | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 10. Partnership or multi-member LLC  | The partnership   |
| 11. A broker or registered nominee   | The broker or nominee   |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments | The public entity   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**NOTE:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

| HANDCREW INSPECTION FORM   |  |  |                                  |
|--|--|--|----------------------------------|
| DATE:  | PASS: <input type="checkbox"/>   | FAIL: <input type="checkbox"/>   | REMEDY: <input type="checkbox"/> |
| NOTICE OF NONCOMPLIANCE ISSUED AND COPY SENT TO CONTRACTING OFFICER <input type="checkbox"/>   |  |  |                                  |
| CONTRACTOR (Include # Identifier)  | CONTRACT NO  | RESOURCE ORDER NUMBER<br><b>C-</b>                                     | CREW SIZE                        |
| INCIDENT NAME  | INCIDENT NUMBER  | POINT OF HIRE  |                                  |
| HOST UNIT DISPATCH CENTER  | CREW HOURLY RATE<br>\$   | WORK/REST INFORMATION<br>DATE of Last Day Off for Entire Crew          |                                  |
| <b>PRE-USE INSPECTION</b>  |  |  |                                  |
| INSPECTOR:   | HOME UNIT:   | PHONE NO:  |                                  |
| CONTRACTOR REPRESENTATIVE: (Print)   |  | PHONE NO:  |                                  |
| CONTRACTOR REPRESENTATIVE: (Signature)   |  | TITLE:   |                                  |
| <b>CREW BOSS and INSPECTOR CHECK LIST</b>  |  |  | <b>YES</b>                       |
|  |  |  | <b>NO</b>                        |
| RESOURCE ORDER   |  |  |                                  |
| CREW MANIFEST  |  |  |                                  |
| COPY OF CONTRACT   |  |  |                                  |
| CONTRACT AWARD INFORMATION INCLUDING SCHEDULE OF SERVICES  |  |  |                                  |
| LANGUAGE REQUIREMENT – CREW BOSS AND SQUAD BOSSES must be able to Speak, Read /Understand & Write English and be Fluent in the Language of Crew or Squad they are assigned to. |  |  |                                  |
| PERSONNEL ID CARDS   |  |  |                                  |
| FEDERAL OR STATE PICTURE ID'S  |  |  |                                  |
| CURRENT STATE DRIVER LICENSES  |  |  |                                  |
| CURRENT MSPA CERTIFICATIONS  |  |  |                                  |
| AVAILABLE FOOD & WATER thru FIRST SHIFT  |  |  |                                  |
| EQUIPMENT MANIFEST   |  |  |                                  |
| INSURANCE MEDICAL FORMS  |  |  |                                  |
| EXTERIOR CREW IDENTIFICATION ON SUPPORT VEHICLE DOOR PANELS  |  |  |                                  |
| VEHICLE INSPECTION FORM 296 – One for Each Support Vehicle – Signed by Government Representative   |  |  |                                  |
| <b>NWCG MINIMUM CREW STANDARDS FOR MOBILIZATION</b>  |  |  |                                  |
| Crews are Not to be Considered Type 2 IA Unless Under Contract As Such   |  |  |                                  |
| MINIMUM STANDARDS  | NATIONAL TYPE 2 IA CREW QUALIFICATIONS <input type="checkbox"/>                                  | TYPE 2 CREW QUALIFICATIONS <input type="checkbox"/>                    |                                  |
| Fire Line Capability   | Initial attack; Crew can be broken into Squads; fireline construction; firing to include burnout | Initial attack/ fire line construction, firing to include burnout      |                                  |
| Crew Size  | 18 – 20 Persons  | 18 – 20 Persons  |                                  |
| Leadership Qualifications  | CRWB & Squad Bosses – Bosses shall be ICT5 qualified   | CRWB and 3 FFT1 Squad Bosses   |                                  |
| Experience   | 60% of the crew will have one season or more experience  | 40% of the crew will have one season or more experience                |                                  |
| Full Time Organized Crew   | Mandatory Availability Period only, as required in Schedule of Services                          | Mandatory Availability Period Only/ On Call                            |                                  |
| Communications   | 4 Programmable Radios  | 4 Programmable Radios  |                                  |
| Sawyers  | 3 Qualified Class B at all times   |  |                                  |
| Training   | Basic firefighter training and/ or annual firefighter safety refresher                           | Basic firefighter training and/ or annual firefighter safety refresher |                                  |
| Fitness  | Arduous  | Arduous  |                                  |
| Logistics  | Self Sufficient (See Section G.2(h))   | Self Sufficient (See Section G.2(h))                                   |                                  |
| Maximum Weight   | 5,300 lbs  | 5,300 lbs  |                                  |
| Dispatch Availability  | Available during Mandatory Availability Period or as per status in ROSS                          | Available during Mandatory Availability Period or per status in ROSS   |                                  |
| Production Factor  | 0.8 (see Fireline Handbook 410-1)  | 0.8 (see Fireline Handbook 410-1)                                      |                                  |
| Transportation   | See Contract for Crew Ground and Air Transportation  | See Contract for Crew Ground and Air Transportation                    |                                  |
| Tools & Equipment  | Contractor Supplied  | Contractor Supplied  |                                  |
| Personal Gear  | Contractor Supplied  | Contractor Supplied  |                                  |
| PPE  | Contractor Supplied  | Contractor Supplied  |                                  |

**HAND CREW MANIFEST FORM**

|   |                       |                        |                    |                     |                              |     |  |
|---|-----------------------|------------------------|--------------------|---------------------|------------------------------|-----|--|
| ORDERING UNIT   | INCIDENT NAME         |                        | INCIDENT NUMBER    |                     | RESOURCE NUMBER              |     |  |
| CONTRACTOR  |                       |                        | CONTRACT NUMBER    |                     | DESIGNATED DISPATCH LOCATION |     |  |
| CONTRACTOR REPRESENTATIVE                               |                       |                        | CONTACT PHONE:     |                     | REPORT TO:                   |     |  |
| DEPARTURE   |                       |                        | INTERMEDIATE STOPS |                     | DESTINATION                  |     |  |
| PLACE   | ETD                   | ETA                    | PLACE              | PLACE               | ETD                          | ETA |  |
|   |                       |                        |                    |                     |                              |     |  |
| EMPLOYEE NAME   | M                     | F                      | INCIDENT POSITION  |                     |                              |     |  |
| 1.  |                       |                        |                    |                     |                              |     |  |
| 2.  |                       |                        |                    |                     |                              |     |  |
| 3.  |                       |                        |                    |                     |                              |     |  |
| 4.  |                       |                        |                    |                     |                              |     |  |
| 5.  |                       |                        |                    |                     |                              |     |  |
| 6.  |                       |                        |                    |                     |                              |     |  |
| 7.  |                       |                        |                    |                     |                              |     |  |
| 8.  |                       |                        |                    |                     |                              |     |  |
| 9.  |                       |                        |                    |                     |                              |     |  |
| 10.   |                       |                        |                    |                     |                              |     |  |
| 11.   |                       |                        |                    |                     |                              |     |  |
| 12.   |                       |                        |                    |                     |                              |     |  |
| 13.   |                       |                        |                    |                     |                              |     |  |
| 14.   |                       |                        |                    |                     |                              |     |  |
| 15.   |                       |                        |                    |                     |                              |     |  |
| 16.   |                       |                        |                    |                     |                              |     |  |
| 17.   |                       |                        |                    |                     |                              |     |  |
| 18.   |                       |                        |                    |                     |                              |     |  |
| 19.   |                       |                        |                    |                     |                              |     |  |
| 20.   |                       |                        |                    |                     |                              |     |  |
| <b>DRIVER AND VEHICLE INFORMATION</b>                   |                       |                        |                    |                     |                              |     |  |
| Driver Name   | Identification Number | Drivers lic. Exp. Date | Vehicle Make/Model | Vehicle License No. |                              |     |  |
|   |                       |                        |                    |                     |                              |     |  |
|   |                       |                        |                    |                     |                              |     |  |
|   |                       |                        |                    |                     |                              |     |  |
|   |                       |                        |                    |                     |                              |     |  |
|   |                       |                        |                    |                     |                              |     |  |
| SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE/ (PRINT) |                       |                        |                    | DATE                |                              |     |  |

**UNDERSTANDS AND WILL COMPLY**

**Contractor must acknowledge that they have read, understand, and will comply with each section listed below by initialing the line to the left of each. If Contractor cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

- \_\_\_\_\_ Section 1, Scope of the Agreement and Provisions of Resources
- \_\_\_\_\_ Section 2, Ordering/Dispatch Procedure
- \_\_\_\_\_ Section 3, Special Terms and Conditions
- \_\_\_\_\_ Section 4, Specifications and Pricing
- \_\_\_\_\_ Section 5, Hold Harmless/Indemnification
- \_\_\_\_\_ Section 6, Required Insurance
- \_\_\_\_\_ Section 7, Compliance with Laws
- \_\_\_\_\_ Section 8, Registration with the Secretary of State
- \_\_\_\_\_ Section 9, Severability Clause
- \_\_\_\_\_ Section 10, Scope, Entire Agreement, and Amendment
- \_\_\_\_\_ Section 11, Waiver